

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Courtroom Teleconference and Audio Systems, Los Angeles.

Please submit 6 copies of your proposal no later than 3 p.m. on September 13, 2006 to:

The State Bar of California
1149 South Hill Street
Los Angeles, CA 90015

Attn: Debra Prior
Office of the State Bar Court
213-765-1460
Debra.Prior@calbar.ca.gov

I. INTRODUCTION

The State Bar Court of California is an administrative arm of the California Supreme Court and adjudicates attorney discipline and regulatory matters on their behalf. The State Bar Court’s facilities are located in leased space in downtown Los Angeles. There are three primary kinds of proceedings conducted in five (5) Los Angeles courtrooms: (1) teleconferences, often connecting two or more separate parties to the courtroom; (2) in-person conferences and trials; and (3) oral arguments in which the parties present arguments from a podium to a panel of three judges.

The State Bar Court is seeking proposals to improve the quality of teleconferences, streamline the process for connecting multi-party teleconferences, provide sound reinforcement in four courtrooms and improve the existing sound system in one courtroom, and improve the quality of the recorded testimony throughout all courtrooms. The State Bar Court is not exploring video conferencing at this time, but vendors should develop their proposals with the goal of allowing for the integration of video conferencing in the future.

Details of the existing installed equipment and specific requirements can be found in section III: Statement of Work, and attachment A: Courtroom Environment and Courtroom Layout.

The State Bar will host a vendor pre-bid conference on August 29, 2006, at 1:00 p.m. in its Courtrooms A, D and E at 1149 South Hill Street, 5th floor, Los Angeles CA 90015 to discuss this request in detail. Attendance is mandatory for all vendors intending to submit a proposal.

As a governmental agency, the State Bar regularly is granted favorable governmental pricing and contract terms. Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project

8. A description of the chronology for completing the work, including a time line and deadlines for each task.
9. A detailed cost proposal, including an itemized list of goods and services, travel costs, and any other expenses. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
10. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

B. Rejection of Proposals

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

C. Evaluation Process and Highest Score Bidder

An evaluation team will review in detail all proposals that are received to determine the Highest Score Bidder ("HSB").

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.

1. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
2. Agreement with the State Bar's contracting requirements (10%).
3. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (35%).
4. The financial viability of the bidder as evidenced by standard financial reports (10%).
5. The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (35%).

If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as a finalist and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 1149 South Hill Street, Los Angeles, CA and written notice sent to bidders on or about October 2, 2006 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of

the HSB will be made by October 9, 2006. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors and Landlord's approval, if necessary. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Andrew Conover, Procurement Supervisor, at andrew.conover@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by U.S. mail and either facsimile or e-mail.

E. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in person at the vendor pre-bid conference on August 29, 2006 at 1:00 p.m. in its Courtrooms A, D and E at 1149 South Hill Street, 5th floor, Los Angeles CA 90015. Questions after this conference may be addressed in writing to Debra Prior at Debra.Prior@calbar.ca.gov. All

questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 5 days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;

2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Procurement Supervisor, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The bidder's consent will be requested before release of such pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

III. STATEMENT OF WORK

A. Courtroom Overview

All courtrooms use PC-based digital recording software (FTR Gold) to record court proceedings. The Clerk's desk contains a 4-channel FTR mixer connecting the courtroom microphones and the PC sound card. The quality of the recordings has been adversely affected by interference (buzz, hum, crackling sounds), the need to speak directly into the microphone, the need to walk to the bench to speak directly into the telephone, and indecipherable teleconference discussions.

Courtroom A (the large courtroom) is used one day per month for oral arguments involving three judges, two litigants who use a podium, the clerk, and an audience of varying size. Occasionally, the courtroom is used for large trials involving two parties, multiple witnesses, and an audience of varying size. The room is approximately 1,400 sq. ft. and contains seven microphones, an analog microphone mixer, an audio distribution amplifier, and 4 overhead speakers. In this courtroom, pre-amp outputs are sent from the microphone mixer to the FTR mixer. See attached diagram.

Courtrooms B, C, D and E (the smaller courtrooms) are used almost daily for teleconferences and in-person trials. Three of the courtrooms are approximately 900 sq. ft. One courtroom is approximately 700 sq. ft. These courtrooms each contain four microphones connected directly to the PC-based digital recording system via the FTR mixer. The courtrooms do not contain a sound reinforcement system.

B. Scope of Services

1. The Vendor will provide improved teleconference capabilities in all five (5) courtrooms to: (1) streamline the process for connecting multiple parties; (2) eliminate the causes that contribute to dropped lines; (3) enhance the sound quality so every participant (whether in the courtroom or on the phone) can hear all of the proceedings; (4) further enhance the sound quality so that as participants move about, toward the judge's bench or witness stand, conversation continues to be clear and without "fade-out"; (5) filter out or minimize radio frequency interference; and (6) allow the judge to override all discussions and take control of the conference call;
2. The Vendor will repair, upgrade or replace existing analog mixer/amplifier and teleconference equipment in Courtroom A;
3. The Vendor will provide a sound reinforcement system in Courtrooms B, C, D and E;

4. The Vendor will provide product literature, warranty information, wiring diagrams, and AutoCAD as-built documentation in electronic and hard copy formats;
5. The Vendor will provide a training program and reference materials for use of the equipment and systems including on-site support for the first day of live court operation;
6. The Vendor will provide recommendations for future improvement of the teleconference and sound systems; and
7. The Vendor will propose a full range of options for service plans and maintenance agreements.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representation

1. **Hardware, Software and Equipment.** Vendor warrants that the teleconference and audio systems and related hardware, software and equipment, when installed, will conform to and perform consistently, predictably, accurately and in accordance with, manufacturers' specifications.
2. **Authority.** Vendor warrants that it is authorized under the laws of the State of California to enter into this contract.
3. **Capability.** Vendor represents and warrants that it and its personnel possess the expertise, resources and experience to provide the Services in a diligent, timely and professional manner consistent with the highest industry standards and to provide to State Bar the service, maintenance,

and training needed to ensure the highest level of performance of the project. Vendor will at all times supply an adequate number of well-qualified personnel to perform the work.

4. **License.** Vendor represents and warrants that it holds all necessary licenses, permits or other special licenses to perform its obligations pursuant to this Agreement, and shall maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while it is performing its obligations pursuant to this Agreement.

C. Equipment, Tools, Supplies

Vendor shall supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to perform the installation of systems upgrade. Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from State Bar. State Bar shall have no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform the services under the Agreement.

D. Indemnity Obligations of Vendor

To the fullest extent permitted by law, Vendor shall protect and defend, indemnify and hold State Bar and State Bar's Board of Governors, officers, committee members, employees, agents and representatives and each of their successors and assigns (the "Indemnitees") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, Vendor's employees, subcontractors, agents, representatives or assigns (collectively, "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by Vendor under the Agreement; or (c) State Bar's enforcement of its rights under this indemnity provision. In the event both State Bar and Vendor are named as defendants in the same civil action, and State Bar determines that a conflict of interest exists between the parties, Vendor shall provide, at its own cost, independent counsel for State Bar. State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein State Bar is defended by Vendor. State Bar's exercise of this option shall not operate to diminish Vendor indemnity obligations in any fashion. Vendor's obligations under this indemnity provision shall survive the expiration and termination of this Agreement.

E. Insurance Obligations of Vendor

Vendor shall provide and keep in full force and effect during the term of the Agreement, at Vendor's own cost and expense, the following insurance policies for the joint benefit of Vendor and State Bar, under policy terms and with an insurer reasonably acceptable to State Bar:

- a. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit;
- b. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00), at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
- c. Workers' compensation coverage as required by California and federal law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence;
- d. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

Vendor shall provide State Bar with true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days following the execution of this Agreement, by delivering copies to the State Bar (at 180 Howard Street, San Francisco, California 94105-1639, Attention: Andrew Conover, Procurement Supervisor. Each such policy of insurance shall name State Bar as an additional insured and shall state that such policy or policies will be primary and that any insurance carried by State Bar shall be noncontributing with respect thereto. Each such policy of insurance maintained pursuant to this Agreement shall provide for thirty (30) days' prior written notice to State Bar in the event of cancellation or reduction in coverage or amount. If Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, State Bar may secure the appropriate insurance policies and Vendor shall pay upon demand the cost of same to State Bar, or State Bar, in its sole discretion, may terminate this Agreement. In addition to the requisite insurance to be obtained and maintained by Vendor, if Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

Vendor shall immediately notify State Bar if Vendor commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If Vendor' commercial general liability

insurance contains such restrictive endorsements, Vendor shall have five (5) business days to remove said restrictions. If Vendor is unable to do so State Bar may terminate the Agreement, and notwithstanding anything to the contrary in this Agreement, State Bar shall only be required to give two (2) days notice of such termination.

F. Termination

1. **At Will.** The Agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, Vendor' sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any further services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Authorization of Funds.** If the term of this Agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the Agreement is terminated, Vendor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this Agreement.
3. **Default by Vendor.** This Agreement may be terminated by the State Bar upon thirty (30) days written notice to Vendor in the event Vendor is in default under any of its provisions. In the event this Agreement is terminated due to the default by Vendor, Vendor will not be entitled to receive any further compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this Agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This Agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale to a third party of a majority interest of the business

of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the Agreement.

G. Confidentiality and Publicity

Vendor will retain all information provided to it by State Bar, or otherwise obtained during the course of performing services for State Bar, in the strictest confidence and will neither use such information nor disclose the same to anyone without State Bar's prior written consent. Vendor shall not issue any public announcement, press release, advertising, references, or statement, including but not limited to any electronically transmitted public announcement, press release, advertising, or statement, concerning this Agreement, State Bar, State Bar's name or trademark, or Vendor's services with respect to this Agreement or State Bar without the prior written consent of State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. Vendor further acknowledges and agrees that, as a public corporation, State Bar is required by law to disclose certain financial information, including but not limited to the award of third party contracts, to various regulatory agencies as well as the public. Vendor waives any and all claims against State Bar in the event of such required disclosure.

H. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

I. Assignment/Subcontracting

1. Assignment. The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. Subcontracting. The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to

assume all project responsibilities and the insurance requirements set forth above.

J. Independent Contractor

In performing these Services, neither Vendor nor its employees, subcontractors, or agents shall look to State Bar as employer, partner, agent, or principal. Vendor is an independent contractor for all purposes and at all times. Vendor shall exercise full control over its employees, subcontractors, and agents in performing the installation services. Vendor shall determine the method, details, and means of performing the installation services. State Bar shall not control the manner or determine the method by which the installation services are performed. Vendor shall be wholly responsible for the withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from such employees as required by law. Vendor, its employees, subcontractors, and agents shall not be entitled to any benefits accorded to State Bar's employees including, without limitation, workers' compensation, disability insurance, vacation or sick pay.

K. Ownership of Work Product

All Work Product created pursuant to this Agreement will be considered works made by Vendor for State Bar and will be the sole and exclusive property of State Bar. Vendor hereby assigns to State Bar all rights with regard to the Work Product, including without limitation the exclusive, worldwide, perpetual, and royalty-free rights to print, reprint, publish, reproduce, use, modify, create derivative works from, distribute, and sell the Work Product in its entirety or in any portion, individually or as a collective work, in print, electronic, or digital form, including but not limited to the exercise of such rights through Internet or Intranet sites, computer on-line services, and all other electronic media and distribution mechanisms now known or later developed. Upon any request by State Bar, Vendor will promptly execute whatever legal documents or other materials, which State Bar deems are necessary to secure, perfect, or substantiate State Bar's exclusive rights and interest in any Work Product created under this Agreement. "Work Product" for purposes of this provision includes, but is not limited to, all writings, data, graphics, schematics, wiring diagrams, plans, as-built drawings, system documentation and other materials, in every form or format, which have already been or which are hereafter originally created by Vendor in conjunction with this Agreement. Vendor warrants and represents that any Work Product created pursuant to this Agreement does not infringe the rights of any third party.

L. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes

beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Arbitration.** Any question, claim or dispute arising out of or in connection with this agreement in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of Los Angeles, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator shall apply legal principles in accordance with California law, without regard to its conflict of laws principles, unless the alleged claim or dispute is otherwise pre-empted by federal law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of this agreement. Each party will be solely responsible for payment of its own pro rata share of any expenses and fees incurred during the course of arbitration. In no event will the arbitrator have the power or authority to award consequential damages, indirect or special damages, lost profits, loss of goodwill, punitive, or speculative damages. Disputes of Seven Thousand Five Hundred Dollars (\$7,500.00) or less shall be handled in Small Claims Court in the City and County of Los Angeles.
5. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement.

Vendor agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

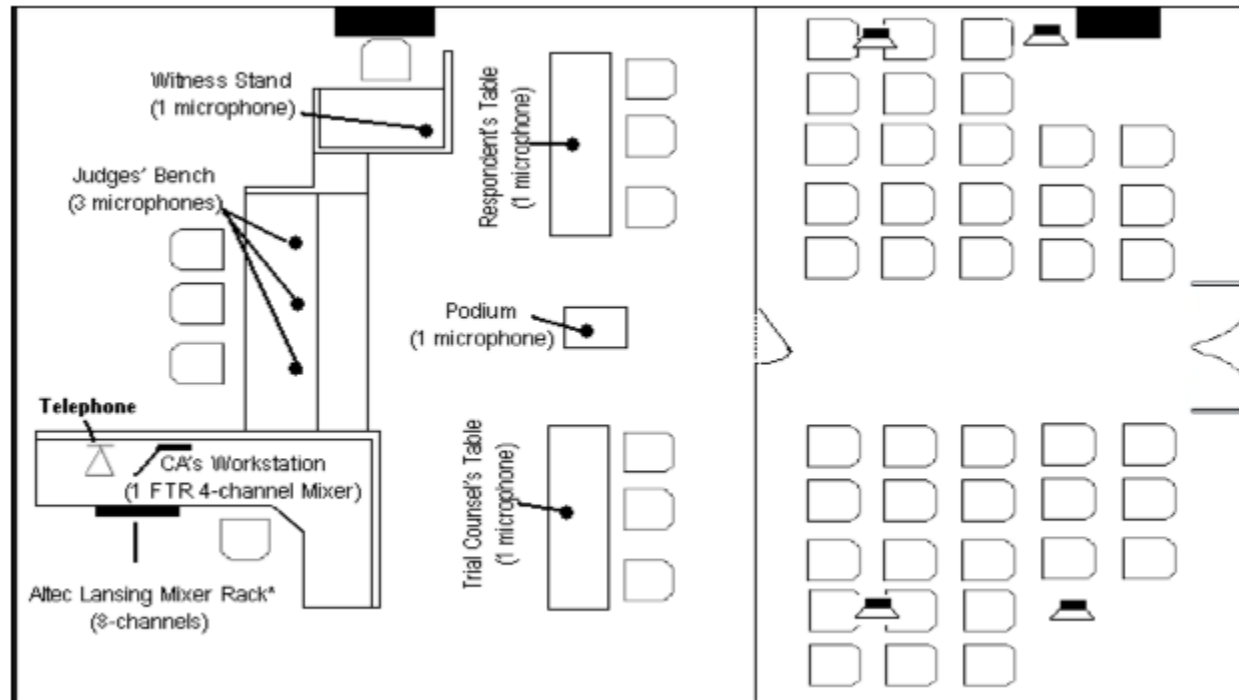
COURTROOM ENVIRONMENT - COURTROOM A		
Existing Equipment	Current Situation	Desired State
Microphones <u>Judge's Bench:</u> 3 AKG C747 Condenser Mics <u>Witness Stand:</u> AKG C747 Condenser Mic <u>Respondent's & Trial Counsel's Tables & Podium</u> - 1 each Audio Technica Unidirectional Lo-Z Dynamic (PRO4L) w/on-off switch	Parties have to pull the mics's closer for audio to be captured. The podium mics sometimes seems to go mute or cuts out as parties move around	Standardize all mics with the best quality mic that meets the needs for the courtroom applications.
Cable Installed in 1994	Mixer cables are exposed on top of the clerk's work area. Cables are placed haphazardly under the console on the clerk's workstation	Retain or upgrade Cable management
Sound System Mixer Installed in 1994 Altec Lansing Automatic 8-channel Mic Mixer (Model 1678C) Symetrix Peak RMS Compressor/Limiter (Model 501)	Settings need to be adjusted and documented. We are starting to experience age-related equipment failure due to multiple users, moving of the equipment and lack of maintenance.	Replace with something that is easier to maintain. We want user-friendly equipment with set it and forget settings and something with a longer lifespan.
Recording System Mixer Installed in 2002 FTR MX4 Portable Audio Mixer (mixes all microphone inputs, digitized sound and sends sound to computer)	Not currently experiencing any problems, except that it is an extra piece of equipment in a small work area	Remove (if feasible)
Amplifier Installed in 1994 Altec Lansing Power Amplifier (Model 1407A) RTS System 3 Audio Distribution Amplifier (Model 424) Yamaha Mic Line Amplifier (MLA7)	Settings need to be adjusted and documented. We are starting to experience age-related equipment failure due to multiple users, moving of the equipment and lack of maintenance.	Upgrade or replace with low maintenance equipment. We want user-friendly equipment with set it and forget settings and something with a longer lifespan. Reinforce sound so everyone in the courtroom as well as on the phone can hear the proceedings
Overhead Speakers 2 on each side of the room	Clerk sometimes hears crackling in headset, but you can't hear it on the recording; audience in the very back of the courtroom are oftentimes unable to hear proceedings.	Retain Determine if crackling sound is in the overhead speakers, if not eliminate the source.
Individual Speakers Labtec LCS-1060 (used for play backs and confidence monitoring)	Another piece of hardware that takes up valuable work space on clerk's workstation	Remove (if feasible) or integrate.
Portable Yamaha Monitor Speaker (MS101)	Used by hearing impaired judges	Need the capability to provide sound reinforcement for hearing impaired judges. (Need a portable solution or another output to the mixer)
Telephone Rolm 240 2-line conference phone (Model 62000B) on clerk's workstation	There is sometimes a problem connecting multiple parties. Once you get both parties and hit the connect button, you lose one of the parties. Oftentimes, the judge is unable to interrupt if other parties are speaking. On telephonic status conferences, parties in the courtroom have to approach the bench to be heard by parties on the phone.	Upgrade to a better quality instrument Need the ability to not lose a party upon connection. All parties should be able to be heard from the anywhere in the courtroom.
Computer Hardware IBM Tower, Pentium 4, IBM ThinkVision 17" monitor, Sony CD Rewritable DVD+RW/+R, HP Laserjet printer	Installed March 2004	Retain
Computer Software Windows XP, MS Office Suite, WordPerfect, AS/400 System (Gracie & George), FTR Reporter & Lognotes, Menu Manager, Adobe Acrobat Reader 7, ScreenPrint Platinum	Installed March 2004	Retain
Other Panic buttons; portable electronic devices (cell phones, palm pilot, blackberry, etc.); Audex SA-PS1-U2 Infrared Portable Emitter (assistive listening system) installed as needed in all courtrooms.	These types of equipment are definite sources of interference.	We would like the recommended equipment to have the ability to minimize radio frequency interference.

COURTROOM ENVIRONMENT - COURTROOMS B, C, D & E		
Existing Equipment	Current Situation	Desired State
<p>Telephones <u>Courtrooms B, C & E</u>-Rolm 240 conference phone (model 62000) 1 each on judge's bench and clerk's workstation</p> <p><u>Courtroom D</u> Polycorn Voice Station 100 on the judge's bench; Rolm conference phone (Model 62000) on clerk's workstation</p>	<p>For all models, there is sometimes a problem connecting multiple parties. Once you get both parties and hit the connect button, you lose one of the parties. Oftentimes, the judge is unable to interrupt if other parties are speaking. On telephonic status conferences, parties in the courtroom have to approach the bench to be heard by parties on the phone. If parties approach the bench or the witness stand, their conversations can't always be heard by the clerk or the party on the phone.</p>	<p>Upgrade to a better quality instrument Need the ability to not lose a party upon connection.</p> <p>All parties should be able to be heard from anywhere in the courtroom, especially if they are walking around.</p>
<p>Microphones <u>Courtroom B</u>-Audio Technica Dynamic Cardioid (US658L)</p> <p><u>Courtroom C</u>-Audio Technica MicroLine Condenser Gooseneck w/on-off switch</p> <p><u>Courtrooms D & E</u>-Audio Technica Unidirectional Dynamic Impedance (ATM63)</p>	<p>Parties often have to speak directly into the microphone so audio can be captured and if a party has to approach the bench or the witness stand, thus moving away from the microphone, the audio can be lost completely.</p> <p>Microphones in Courtroom C were replaced in 2003.</p>	<p>Standardize all mics with the best quality mic that meets the needs for the courtroom applications.</p> <p>Mics should be able to pick up voices when participants move around the courtroom.</p> <p>For all courtrooms, would like the ability to set up a second microphone at counsels' tables and witness stand.</p>
<p>Cable Installed in 1994</p>	<p>A buzzing sound has been picked up on several recordings. We were told that it is partially interference due to unshielded cables.</p> <p>Cables under the console are placed haphazardly</p>	<p>Retain or upgrade</p> <p>Cable management</p>
<p>Recording System Mixer Installed in 2002 FTR MX4 Portable Audio Mixer (mixes all microphone inputs, digitized sound and sends sound to computer)</p>	<p>Not currently experiencing any problems, except that it is an extra piece of equipment in a small workspace</p>	<p>Remove (if feasible) or relocate to free up more workspace</p>
<p>Individual Speakers Labtec LCS-1060 (used for play backs and confidence monitoring)</p>	<p>Hardware that takes up valuable work space on the clerk's workstation</p>	<p>Remove (if feasible) or integrate</p>
<p>Portable Yamaha Monitor Speaker (MS101)</p>	<p>Used by hearing impaired judges</p>	<p>Need the capability to provide sound reinforcement for hearing impaired judges. (Need a portable solution or another output to the mixer)</p>
<p>Computer Hardware IBM Tower, Pentium 4, IBM ThinkVision 17" monitor, Sony CD Rewritable DVD+RW/+R, HP Laserjet printer</p>	<p>Installed March 2004</p>	<p>Retain</p>
<p>Computer Software Windows XP, MS Office Suite, Corel WordPerfect, AS/400 System (Gracie & George), FTR Reporter, FTR Lognotes, Menu Manager, Adobe Acrobat Reader 7, ScreenPrint Platinum</p>	<p>Installed March 2004</p>	<p>Retain</p>
<p>Other <u>Courtrooms C-E</u>-have laptops with keyboard & mouse at the judge's bench</p> <p><u>All Courtrooms</u>-Panic buttons, portable electronic devices (cell phones, palm pilot, blackberry, etc.); Audex SA-PS1-U2 infrared Portable Emitter (assistive listening system) installed as needed in all courtrooms.</p>	<p>These types of equipment are definite sources of interference.</p>	<p>We would like the recommended equipment to have the ability to minimize radio frequency interference</p>

STATE BAR COURT OF CALIFORNIA

LOS ANGELES REVIEW COURTROOM

Courtroom A
(approximately 1,400 sq. ft.)



▤ = Overhead Speakers

■ = Pillars

*The Altec Lansing Mixer Rack components consists of:

- Altec Lansing Automatic Mic Mixer (Model 1678C)
- Symetrix Peak RMS Compressor/Limiter (Model 501)
- Yamaha Mic Line Amplifier (MLA7)
- RTS System 3 Audio Distribution Amplifier (Model 424)
- Altec Lansing Power Amplifier (Model 1407A)

STATE BAR COURT OF CALIFORNIA

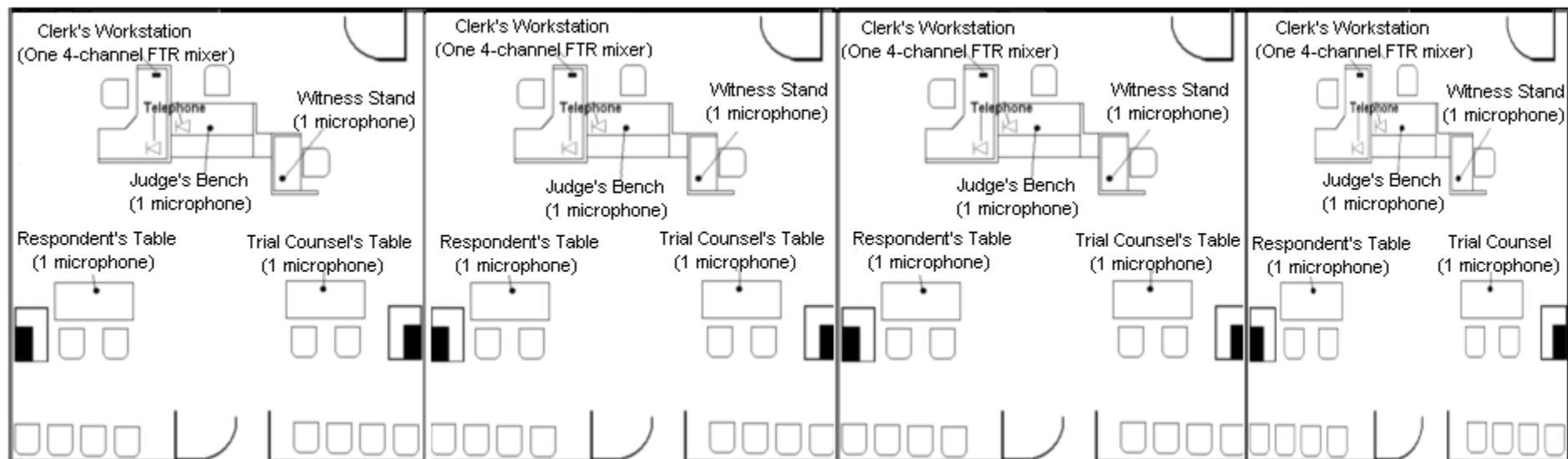
LOS ANGELES HEARING COURTROOMS

Courtroom B
(approximately 900 sq. ft.)

Courtroom C
(approximately 900 sq. ft.)

Courtroom D
(approximately 900 sq. ft.)

Courtroom E
(approximately 720 sq. ft.)



COURTROOM A ROUGH SCHEMATIC DRAWING

